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Doc# 2411611021 Fee \$88.00

CEDRIC GILES

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DATE: 4/25/2024 11:04 AM

PAGE: 1 OF 4

**This instrument was prepared by
and after recording mail to:**

Elrod Friedman LLP
325 N. LaSalle Street Suite 450
Chicago, Illinois 60654
Peter M. Friedman, Esq.

PARTIAL RELEASE OF SECOND MORTGAGE
(ILLINOIS)

KNOW ALL MEN BY THESE PRESENTS, that the **VILLAGE OF WINNETKA**, an Illinois home rule municipal corporation, together with its successors and assigns ("Lender"), for and in consideration of the sum of Ten Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby, remise, release, and convey unto **ROBERT M. BAHAN** and **ELIZABETH A. BAHAN**, husband and wife ("Borrower") a *partial release of the Borrower's liability* which Lender acquired in, through or by (i) a certain Promissory Note made by Borrower to Lender dated June 24, 2011 ("Note") for the principal sum of Two Hundred Fifty Thousand dollars (\$250,000.00) (the "Principal Amount Due") and (ii) a certain Trust Deed Second Mortgage on the real property described in Exhibit A ("Property"), made by Borrower to Lender, dated June 24, 2011 ("Second Mortgage") to secure Borrower's covenants and agreements under the Note, which Second Mortgage was recorded with the Cook County Recorder of Deeds on July 7, 2011 as Document No. 1118811035.

Lender releases Borrower from liability under the Note in the following amounts as of the date as follows:

April 18, 2024 \$12,483.81

thereby amending the Principal Amount Due under the Note to be One Hundred Sixty Thousand,

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Three Hundred Seventy-Nine and 39/100 dollars (\$160,379.39), subject to the Adjusted Value of the Property as described and defined in the Second Mortgage.

It is expressly understood and agreed that this Release is in no way to operate to discharge the lien of the Second Mortgage, or other documents or instruments securing the loan (the "Loan") secured by the Second Mortgage, but it is only to release the amount of the Borrower's liability to Lender according to the above terms; and that the remaining or unreleased portions of the Property are to remain as security for the payment of the indebtedness, covenants, conditions and obligations secured thereby.

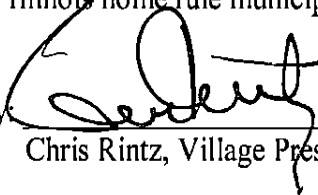
Nothing herein shall amend, release, convey or otherwise effect the terms, provisions and limitations of the Note or the Second Mortgage securing Borrower's performance of the covenants and agreements contained in the Note and the Second Mortgage.

[Signature Page Follows]

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WITNESS my hand and seal this 16 day of April, 2024.

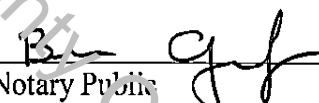
THE VILLAGE OF WINNETKA
an Illinois home rule municipal corporation,

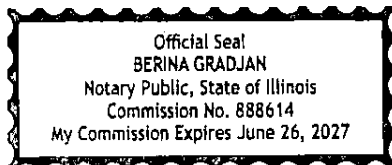
By 
Chris Rintz, Village President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Chris Rintz, Village President of the Village of Winnetka, an Illinois home rule municipal corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said company, for the use and purposes therein set forth.

Given under my hand and official seal, this 16 day of APRIL, 2024.


Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

LOT 4 IN ODMEN'S SUBDIVISION OF LOTS 5, 6, AND 7 IN BLOCK 3 IN J.E. GARLAND'S ADDITION TO WINNETKA IN FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 05-21-311-016-0000

ADDRESS: 196 Church Road, Winnetka, Illinois